IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5300 OF 2006

M/s. Anchor Electronics and
Electricals Pvt. Ltd. and ors. ..Petitioners

Vs.

Shri Vasant Dinkar Dharmadhikari
and ors. ..Respondents

Mr. A.D. Patwardhan with Mr. Nilesh Malunjkar for petitioners.

CORAM: B.H. MARLAPALLE, J.

Date : August 18, 2006.

P.C.:

1. Heard Mr. Patwardhan the learned counsel for the petitioners who are aggrieved by the Judgment and Order dated 29/4/2006 rendered by the learned Member of the Industrial Court at Pune whereby Complaint (ULP) No.770 of 2003 has been partly allowed and the petitioners have been directed to provide work to the

complainants as well as to pay wages as per the order of this court and deduct the wages paid for the period from 17/1/2005 to 20/7/2005.

2. The respondents, who were the employees of M/s.Daewoo Anchor Electronics Limited, M.I.D.C., Ranjangaon, Taluka Shirur, District Pune originally and subsequently became the employees of M/s. Anchor Electronics and Electricals Pvt. Ltd., had approached the Industrial Court in Complaint (ULP) No.770 of 2003 alleging unfair labour practice under Items 5, 9 and 10 of Schedule IV of the M.R.T.U. and P.U.L.P. Act, 1971. They claimed that the original respondent no.3 and present petitioner no.2 was taken over by the present petitioner no.1 and there was a tri-partite settlement signed on 19/3/2003 by which they were agreed to be absorbed by the subsequent Management i.e. petitioner no.1 on the same terms and conditions and permanent employees but on new appointment. They claimed that they reported for duty with the petitioner no.1 after the said settlement was signed and after 29/11/2003 they were not allowed to sign the muster and thus there was oral termination. They

claimed to have addressed letters to petitioner no.1, the new employer on 30/11/2003, 2/12/2003 and 3/12/2003 requesting the new employer to allow them to join duties and finally they approached the court. After hearing the respective parties and considering the evidence adduced before it, the Industrial Court held that the complainants failed to prove unfair labour practice under Item 5 of Schedule IV of the Act but they were successful in proving the unfair labour practice under Items 9 and 10 of Schedule IV against the petitioner no.1.

3. Mr. Patwardhan the learned counsel for the petitioners referred to the agreement dated 19/3/2003 and more particularly Clause No.1 of the conditions of the agreement, as well as the resignation dated 3/9/1003 submitted by the complainants and urged that once they had resigned from the employment of the new employer there was no question of reinstatement or oral termination of service and, therefore, the Industrial Court ought to have dismissed the complaint as there was no breach of the settlement dated 19/3/2003 nor was there any act of force or coercion.

The Industrial Court has referred to the resignation dated 3/9/2003 and held that the same was resignation from the employment of the earlier company i.e. petitioner nos.2 and 3. The present petitioner no.2 is the factory at Ranjangaon, whereas the petitioner no.3 is its registered office at Mumbai. It would be appropriate to reproduce the resignation letter which is the centre of controversy between the parties.

Chief Administrative Officer
Daewoo Anchor Electronics Ltd.
B-3, Ranjan Gaon MIDC.
Shirur, Pune-4122209.

3/9/2003.

Applicant: Sharad Tukaram Bendre

Subject : Resignation of the Earlier Employment.

Sir,

As per the agreement dated 19/3/2003 signed between Daewoo Anchor Kamgar Sanghatana Ranjan Gaon Ganpati MIDC regn. No.3390 tal Shirur, dist Pune, B-3 Ranjan Gaon MIDC 492209 and Anchor Electronics And Electricals ltd., keeping in line with the said settlement and in line with the assurance of fresh employment given by Daewoo Anchor Electronics and Electricals Pvt.Ltd., I am tendering my resignation of the past Services.

Yours faithfully,

Sharad Tukaram Bendre

[03/09/2003]

. Undoubtedly, the resignation letter has been addressed to the Chief Administrative Officer of the old employer and subject of the letter clearly states, "Resignation of the Earlier Employment". Even in the body of the letter the complainant clearly stated that in keeping with the settlement dated 19/3/2003 signed between the three parties, namely, Daewoo Anchor Kamgar Sanghatana Ranjan Gaon, Daewoo Anchor Electricals and Anchor Electronics and Electricals Ltd. and in line with the assurance of fresh employment given by Anchor Electronics and Electricals Pvt. Ltd. they had tendered the resignation of the past service.

4. The Industrial Court, therefore, rightly held that the resignation letter dated 3/9/2003 did not by any stretch of imagination amount to a resignation from the employment of the new employer i.e. petitioner no.1 and thus there was a case made out by the complainants that the settlement dated 19/3/2003

was not being implemented by the petitioner no.1.

5. Therefore, the view taken by the Industrial Court in allowing the complaint partly and directing the payment of wages cannot be termed as perverse or patently erroneous so as to call for interference in the supervisory powers of this court under Article 227 of the Constitution.

6. The petition is hereby rejected summarily.

(B.H. Marlapalle,J.)